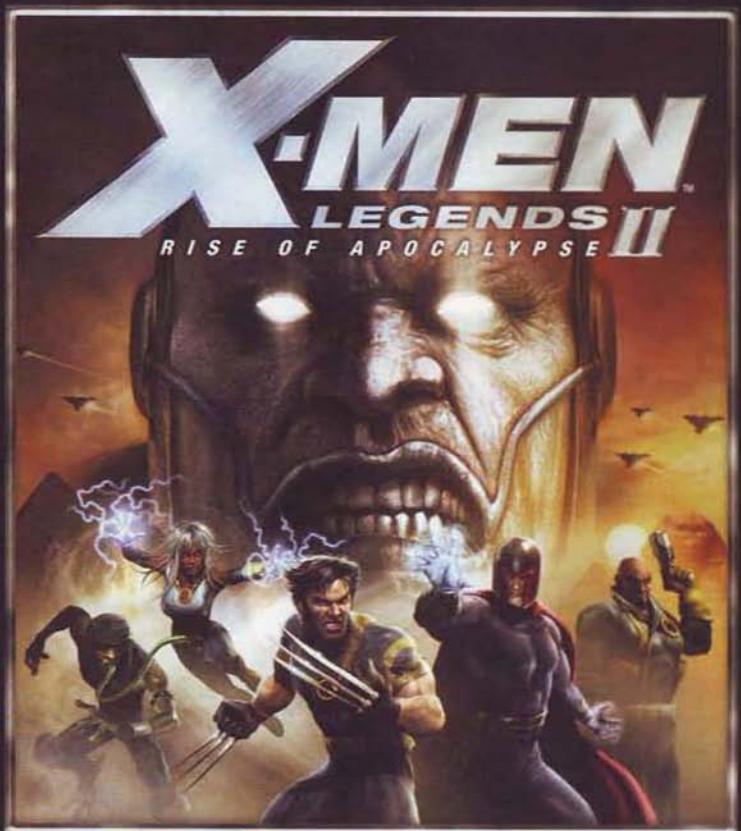


*"More than a sequel, it's a bold new chapter for the X-Men."*

—Game Informer



*Face the Apocalypse*  
September 2005

<http://www.replacementdoes.com>

ACTIVISION.

MARVEL



Microsoft



XBOX  
LIVE  
GAMING

activision.com

www.marvel.com



Visit [www.esrb.org](http://www.esrb.org)  
for updated rating  
information.

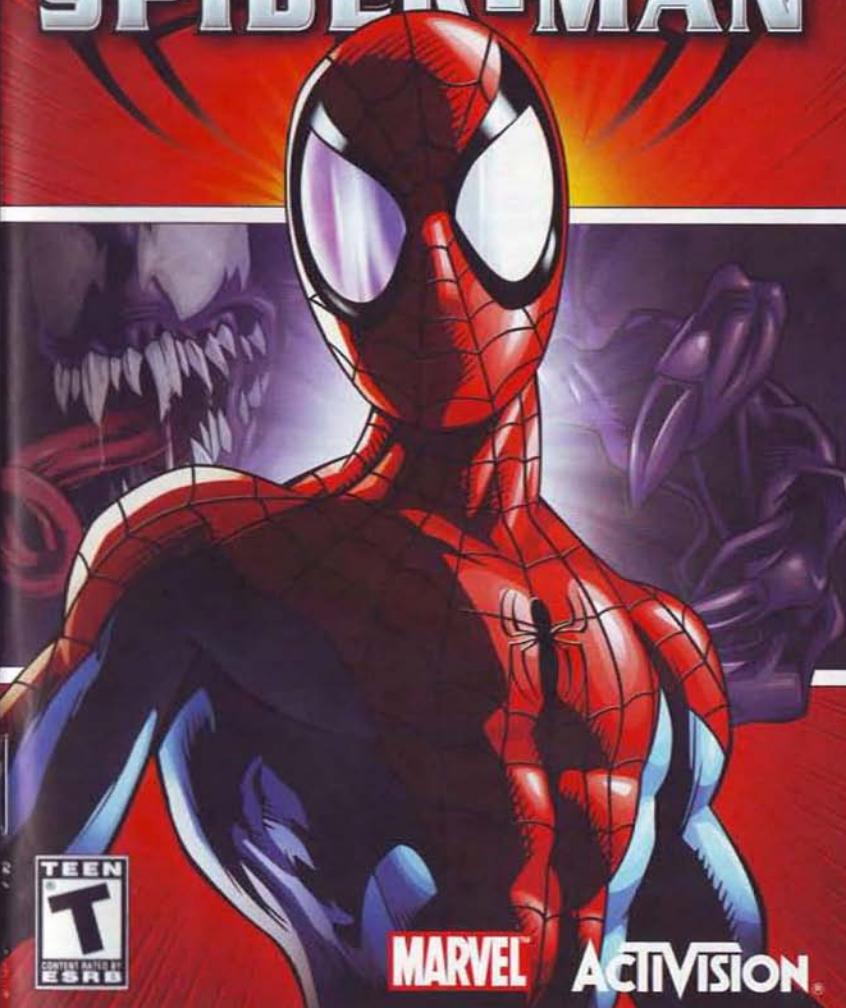
[X-Men-Legends2.com](http://X-Men-Legends2.com)

MARVEL, X-Men and all Marvel Characters and the distinctive likenesses thereof are trademarks of Marvel Characters, Inc. and are used with permission. © 2005 Marvel Characters, Inc. All rights reserved. www.marvel.com. Game published by Activision Publishing, Inc. Game © 2005 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. Microsoft, Xbox, Xbox Live, the Live logo and the Xbox logo are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries and are used under license from Microsoft. The ratings icon is a trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

80095.226.US

X XBOX

# ULTIMATE SPIDER-MAN



MARVEL

ACTIVISION



## About Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these "photosensitive epileptic seizures" while watching video games.

These seizures may have a variety of symptoms including: lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures.

The risk of photosensitive epileptic seizures may be reduced by:

- sitting farther from the television screen,
- using a smaller television screen,
- playing in a well-lit room, and
- not playing when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

## Avoid Damage to Your Television

Do not use with certain televisions. Some televisions, especially front- or rear-projection types, can be damaged if any video games, including Xbox games, are played on them. Static images presented during the normal course of game play may "burn in" to the screen, causing a permanent shadow of the static image to appear at all times, even when video games are not being played. Similar damage may occur from static images created when placing a video game on hold or pause. Consult your television owner's manual to determine if video games can be safely played on your set. If you are unable to find this information in the owner's manual, contact your television dealer or the manufacturer to determine if video games can be played on your set.

## Other Important Health and Safety Information

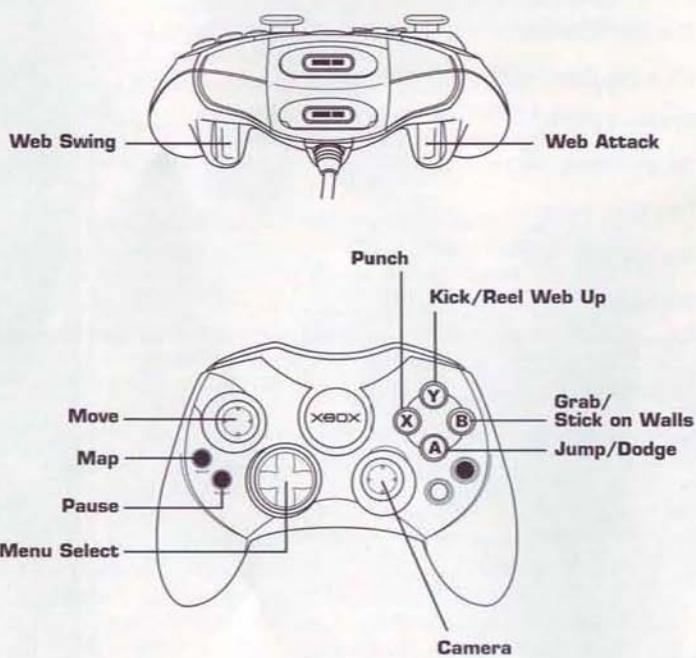
The Xbox Instruction Manual contains important safety and health information that you should read and understand before using this software.

Unauthorized copying, reverse engineering, transmission, public performance, rental, pay for play, or circumvention of copy protection is strictly prohibited.

## TABLE OF CONTENTS

Default Game Controls . . . . .	2
The Story So Far . . . . .	3
It's a Big World Out There . . . . .	3
Create a Profile . . . . .	4
Pause Menu . . . . .	4
Play Both Sides . . . . .	8
General Information . . . . .	12
Gameplay Tips . . . . .	15
Credits . . . . .	16
Customer Support . . . . .	20
Software License Agreement . . . . .	25

## DEFAULT GAME CONTROLS



## THE STORY SO FAR

The Venom suit was designed by Doctors Richard Parker and Edward Brock in an attempt to develop a cure for cancer.

Recently, their sons Peter Parker and Eddie Brock, Jr. discovered the final remaining sample of the Venom suit—and unleashed the nightmare of Venom.

When Eddie and the Venom suit vanished in a flash of electricity, Peter learned one fundamental rule of the super hero business: "If there's no corpse—the guy's alive."

Now, three months later, Peter Parker continues his double life as both high school student and Spider-Man. Unbeknownst to Peter, Venom is terrorizing the streets of New York once again.

### IT'S A **BIG WORLD** OUT THERE

In *Ultimate Spider-Man*, you can experience a free-roaming city environment that covers Manhattan and neighboring Queens. As the game unfolds, you'll automatically switch back and forth between the heroic Spider-Man and his arch nemesis Venom.

As the game progresses, Spider-Man will have certain City Goals to accomplish in order to continue the story. Check the **City Goals** section of the **Pause Menu** to see Spider-Man's current objectives.

Once all City Goals have been accomplished, a beacon of light will appear represented as a green dot on the mini-map, showing where the next story mission begins.

In addition to the main story, there will be multiple City Events taking place. **City Events** range from stopping muggings to saving lives and are represented by red dots on the mini-map. Time is of the essence, so when you see a City Event in progress, get in there and be a hero.

There are a lot of additional activities such as finding secret tokens, landmarks and comic book covers and competing in trick races. These diversions are fun and if successful, you'll be rewarded with secret content.

Now get out there and save the city!

## CREATE A PROFILE

Start by creating a user profile to save your game progress. Enter a name using the **D-pad** to select letters and move the selector. Press the **A** button when you've entered your desired profile name.

## PAUSE MENU

Press the **START** button to access the **Pause Menu**. In addition to taking a break from the game, the **Pause Menu** allows you to access many other features of *Ultimate Spider-Man*. Use the **D-pad** and the **A** button to highlight and select options.

## CITY GOALS

Check here to see your current objectives.

## SAVE GAME

Save your game.



## LOAD GAME

Load previously saved games.





## OPTIONS

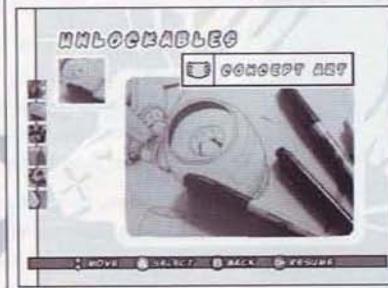
Change many of the game's settings.

## MESSAGE LOG

Review past in-game communications.

## UNLOCKABLES

Access special features you earn from excellent play.



## SWITCH HERO

Use this option to switch between Spider-Man and Venom.

*Note: Only available after completing the entire game story. Before that, you'll be automatically switched between the two characters.*

## PLAY BOTH SIDES

Ultimate Spider-Man gives you the opportunity to play as both Spider-Man and Venom. As you move through the city, be on the lookout for beacons of light that mark the starting point for a story mission. After completing a mission, you'll be returned to the city as Spider-Man so you can explore at will.

Between story missions, you'll need to complete certain objectives in order to advance. Check the **City Goals** section in the **Pause Menu** to see your current list of objectives.

*Note: The tasks required to advance your City Goals accumulate as the game progresses. For example, if you find all tokens at the beginning of the game, you have completed that goal for the entire story.*

As a reward for completing the game story, you'll unlock the ability to roam freely in the city as Venom or Spider-Man.

Select **Switch Hero** from the **Pause Menu** to switch between Spider-Man and Venom.

## SPIDER-MAN CONTROLS

<b>A button</b>	Jump (press once)/Press a second time while in mid-air to double jump. The longer you hold the button down, the higher you jump.
<b>B button</b>	Wall Crawl/Grab/Combat Throw
<b>X button</b>	Punch/Speed Boost (while swinging)
<b>Y button</b>	Kick/Climb Web (while swinging)
<b>left trigger</b>	Web Attacks
<b>right trigger</b>	Pull and hold to Web Swing/Release trigger to release the web
<b>left + right trigger</b>	Web Zip
<b>START</b> button	Pause Menu
<b>BACK</b> button	Open Map

## SPIDER-MAN COMBAT DETAILS

In *Ultimate Spider-Man*, Spider-Man has a very acrobatic fighting style. Spider-Man can attack, jump to a wall, attack another opponent, jump behind the enemy to a different opponent, etc.

Move the **left thumbstick** to choose an enemy to attack. For example, if an enemy is on Spider-Man's left, push the stick to the left + Punch, Kick or Grab.

Being an acrobatic fighter, Spider-Man can attack an enemy then immediately spring to attack another one nearby. If there's an enemy on Spider-Man's left and right, try pushing the thumbstick to the left + Punch or Kick then immediately push the stick to the right + Punch, Kick or Grab.

**Switching between multiple targets results in more damage than repeatedly attacking a single target.**

Switching between punches and kicks also increases the damage Spider-Man can deal. The best way to put down a gang of thugs is to constantly switch up targets and attacks.

Spider-Man can jump and do a pouncing attack with either Punch or Kick.

Spider-Man can also bounce off walls and cars! When an enemy is close to a wall, press the stick toward the wall + Punch or Kick.

After an enemy has taken a beating, they remain unconscious for a short time with a web icon blinking above their head. Push the **left thumbstick** toward the downed enemy and hold the Web Attack button to subdue them and remove them from the action. If you do not web subdue downed enemies, they will regain consciousness after a short time and attack Spider-Man again.

Push the **left thumbstick** toward an opponent and hold down Web Attack to wrap the enemy in webbing. Press Punch or Kick while holding down Web Attack to perform special web attacks.

*Note: Combat moves are only activated during combat situations (you cannot perform combat moves on civilians).*

## VENOM CONTROLS

<b>A</b> button	Jump. The longer you hold the button down, the higher you jump.
<b>B</b> button	Wall Crawl/Grab/Combat Throw/Throw Object
<b>X</b> button	Claw Attack
<b>Y</b> button	Tentacle Attack
<b>left trigger</b>	Feed
<b>right trigger</b>	Locomotion Jump. The longer you hold the trigger down, the higher you jump.
<b>left + right trigger</b>	Tentacle Zip
<b>START</b> button	Pause Menu
<b>BACK</b> button	City Map

## FEEDING

The Venom suit is a double-edged sword. It makes Eddie Brock stronger than Spider-Man, but it's also eating him alive. To keep the Venom suit from consuming Eddie, you must find it new sources of energy to feed upon.

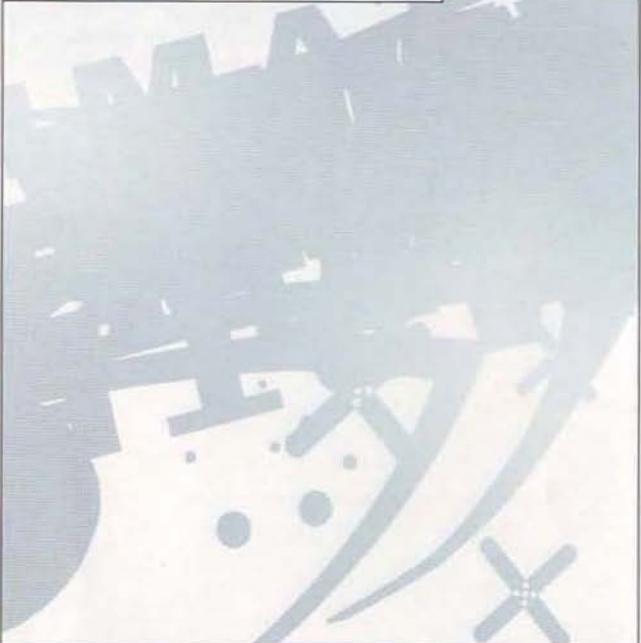
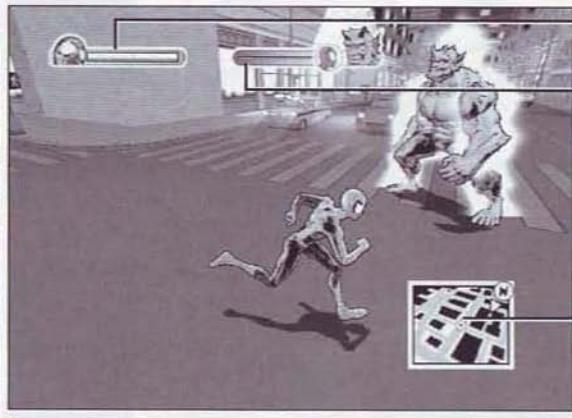
When Venom is low on health, he can attempt to "feed" on other people. Simply approach any bystander and pull the **left trigger**. However, super-powered humans will fight back and free themselves almost immediately, possibly even harming Venom in the process.

## VENOM COMBAT DETAILS

Venom has two attack styles, depending on the range of his enemy. If the bad guy is close, claws are a great way to deal lots of damage. While tentacles cause less pain than claws, they reach farther and can hit multiple targets at once.

When Venom wants to cause a bit more damage than usual, he can pick up and throw objects, such as vehicles. To throw an object, maneuver Venom next to the object and press the **B** button. When fighting super villains, Venom automatically targets the enemy and throws the object without any other user interaction. Rapidly press the **B** button twice to perform a quick throw. To control Venom's throw, use the **right thumbstick** to aim while he's lifting the object. Use caution when throwing vehicles. They have a tendency to explode after being thrown and the explosions can hurt Venom.

## GENERAL INFORMATION



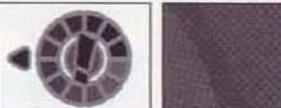
## METERS

**Race Meter** – This meter shows up only during trick races. It shows who's leading the race and how far ahead they are.

**Chase Meter** – This meter shows how far away Spider-Man is to the chase target. Don't fall too far behind or you will fail the mission.

**TAM** – Short for Threat Assessment Meter; this meter displays how much time Spider-Man has to stop the given threat.

**Strength Test Meter** – The Strength Test Meter shows up when Spider-Man needs to use his strength to stop certain threats. You must alternately pull the **left trigger** and **right trigger** to find the correct speed to keep the indicator within the green area of the meter.



## CITY MAP

If you're outdoors, press the **BACK** button to show the city map. (The game remains paused as long as you look at the map.) Then use the following controls:

<b>D-pad</b>	Scroll the map
<b>A button</b>	Zoom in
<b>B button</b>	Zoom out
<b>X button</b>	Bring up the legend
<b>Y button</b> or the <b>BACK</b> button	Exit map and resume game

## GAME TOKENS

Health Token



Comic Covers



Trick Race Launch Points



Landmark Tokens



Combat Tour



Venom Race



## GAMEPLAY TIPS

- While swinging, hold down the **Y** button to "reel in" your web line.
- Press the **X** button to give yourself a boost while swinging. Better timing means better boost.
- Jumping or double-jumping at the end of your swing gives you a bit more distance and height to continue swinging.
- The longer you hold the jump button down, the higher you jump.
- A yellow glow around Spider-Man's head indicates that danger is imminent. Jump or double jump out of the way to avoid damage.

## CREDITS

### WRITTEN BY

Brian Michael Bendis

### ART STYLE BY

Mark Bagley

### DEVELOPED BY

TREYARCH

### President

Dave Stohl

### Creative Directors

Brian Michael Bendis  
Christopher A. Busse

### Lead Game Designer

Brian Reed

### Lead

### Open City Designer

Rich Bisso

### Lead Story

### Mission Designer

Steve McNally

### Art Director

Chris Soares

### Lead

### Character Modeler

Arnold Agraviador

### Lead Level Builder

Travis Eastep

### Lead Animator

Bourbaki Joseph

### Lead Motion Graphics Artist

Jon Lau

### Lead Texture Artist

Manny Salazar

### Technical Director

Charles Tolman

### Lead Programmer

Joe Valenzuela

### Lead AI Programmer

Michel Mailhot

### Audio Director

Tom Hays

### Executive Producer

Stuart Roch

### Senior Producer

Jonathan Zamkoff

### Producers

Lisa Ikeda

Jeremiah Maza

### Open City Design Team

Tom Henderson  
Eric Pavone  
Max Porter  
Chad Proctor  
Carlos Ramirez  
Rey Samonte  
Hans Wakelin

### Story Design Team

David Andrew Bains  
Paul Goldilla  
Brent Kollmansberger  
Gavin Locke  
Carlos Monroe  
Matthew B. Rhodes  
Jaíro Silva  
David Cheuk-Yin Sum

### Design Interns

Paulo Dionisio  
Henry Showers

### Animators

Jamie Egerton  
Paul B. Lee  
William Lykke  
Adam Rosas  
James Zachary

### Character Modelers

Erik Drageset  
Bradley Grace  
Kevin Pasko

### Cinematic Animators

"Team Panel"  
Todd Adamson  
Ryan Duffin  
Sung-hyun Kim

### Concept Artists

Jim Bandshu  
Chris Grun  
Ian Peter Diesen  
Hosfeld

Alan Simmons  
Kristen Sych  
Chuck Wadey

### Level Builders

Jeanne Anderson  
Thor Benitez  
Tong Chen  
Doug Guanlao

Chad Bryan Jones

Tony Kwoh  
John McGinley  
Jake Santa Ana  
Erik Stone

### Motion Graphics Artists "Team Panel"

Luis Yosh Bolívar  
David Charber  
Benjamin Lee  
Deguzman  
Tim Smilovitch  
Special Effects  
Mike Bambino  
Joel Burgess  
Darwin Dumlao

### Texture Artists

Loudvik Akopyan  
Nairy Kahng Cinelli  
Karine Fortin  
Masaki Kawakubo  
Michael McMahon  
Quinn Nguyen  
Cameron Petty  
Dan Santat  
Greg Simkins

### User Interface Artist

Zenta Aki

### Art Intern

Mark Manto

### AI & Gameplay Programmers

Jed Adams  
Tom Bak  
Jason Bare  
Thad Bower

Clancy J. Imslund

Aisen Kovachev  
Michael Montague  
Evan Olson  
Tim Probst  
Greg Taylor  
Jivko Velev  
Mick West

### Engine & Tools Programmers

Christian Dienbach  
Martin Donlon  
John Hall

Doug Kuppinger  
Jeremy Parker  
Alex Perelman  
Andrei Pokrovsky

### Graphics Programmers

John Allensworth  
Tom Bagby  
Dmytro Byelav  
Andy Chien

David Cook  
Florent Gluck  
Joey Headen  
John Lydon  
Sean Palmer  
Pete Sandrene  
Leo Zide

### Physics & Animation Programmers

Jason McKesson  
Joe Nugent

### Sound Programmers

Dimitri "malkia" Staney  
Chris Strickland  
Programming Intern  
Timothy Lafeniere  
Treyarch Technology  
Director

Mark Gordon  
Treyarch Central  
Technology

Wade Brainerd  
Paul Edelstein  
Marcus Goodey  
Alex Liu  
Andrew Petterson  
Alexander Rohra  
Krassi Touevsky

### Composer

Kevin Manthei

### Sound Designers

Peter Beal  
Fletcher Beasley  
Jerry Berlongieri  
Lance Brown  
Brian Fredrickson  
Kris Giampa  
Peter Kerekes  
Blake Leyh  
Jennifer Ralston  
Michael Vangen  
Ari Winters

### Voice

Recording Engineer  
Keith Aram  
PCB Productions

### Executive Producers

Bill Dugan  
Dogan Koslu  
Rob Nesler

### Associate Producers

Adrian Balanon  
John M. DeHart  
Craig Jepson  
Dave Padilla  
Kevin Tomatani

### Production Coordinator

Danny Donaha  
Jeff Schenkelberg  
Alicia Taylor

Director of Operations  
Rose Villasenor

### Information Technology

John Andrusas  
Simon Kane  
Robert Sanchez  
Office Managers  
Cory Chappell  
Amy Hurdlebrink

### Recruiting

Valeri Lee  
Annie Lohr

### Reception

Julia Bianco  
Joey Romero

### Quality Assurance Leads

Heath Cecere  
Judd Hollander

### Quality Assurance

Raymond J. Evans IV  
Jermuel Garnett  
Craig Harrison  
Denni Jung  
Jason Kramer  
Rashad Lewis  
James Lotello  
Primus F. Majda III  
Christopher Pett  
Aaron Roseman

Reshan Sabraham  
John Schultz  
Jeremiah Wainright

### Special Thanks

Dr. Peter T. Akemann  
Robb Alvey  
Chris Archer  
Hugh Bach  
Cecilia Barajas  
Anna Buryuk  
Christian Busic  
James Chao  
Beth Cutler  
David Dalzell  
Jamie Fristrom  
Gregory John  
Matt Kimberling

Vladimir Kravtchenko  
Toby Lael

Michael S. Maza  
Yoshitomo George  
Morwaki  
Mark Nau  
Steve Pierce

Eduardo Poyart  
Scott Purvis  
Pascal Sahuc

Chris Shanley  
Gary Spinrad

James Arnold Taylor  
Electro

Jane Hajduk  
Sharon Carter

Jennifer Hale  
Silver Sable

John Billingsley  
Bolívar Trask

Keith Szarabajka  
Wolverine

Loren Lester  
Richard Parker

Peter Lune  
Green Goblin

Chris Strobel  
John Sweeney  
Michael Vance

### Music by

Kevin Manthei  
Kevin Manthei Music

### Additional Remixes

Kevin Riepl  
Kevin Manthei Music

### Drums & Djembe

Produced by  
Brian Barrale  
& Kevin Manthei

### Performed by

Thom Hartwick

### Recorded by

Michael Edwards et  
KrimZen~ Music  
Productions

### Fonts Provided by

Chris Eliopoulos

### Voiceover Direction

Margaret Tang

### Main Cast

Sean Marquette  
*Spider-Man*

Andrea Baker  
*Mary-Jane*

Arthur Burghardt  
*Venom*

Bob Glouberman  
*Rhino/Alex O'Hearn*

Brian George  
*Shocker*

Brian George  
*Adrian Toomes*

Daniel Capelarino  
*Eddie Brock, Jr*

Dave Fennoy  
*Nick Fury*

David Kaufman  
*Johnny Storm*

James Arnold Taylor  
*Electro*

Jane Hajduk  
*Sharon Carter*

Jennifer Hale  
*Silver Sable*

John Billingsley  
*Bolívar Trask*

Keith Szarabajka  
*Wolverine*

Loren Lester  
*Richard Parker*

Peter Lune  
*Green Goblin*

Terrence Stone  
Eddie Brock, Sr.  
Tucker Smallwood  
Beetle

**Also Featuring**

Angela Shelton  
Bart Flynn  
Brian George  
Chris Hatfield  
Christopher Currie  
Danny Mann  
Dave Markus  
Dave Wittenberg  
James Mathis  
Jason Spisak  
JD Cullum  
Jessica Straus  
Jim Meskimen  
Joey Camen  
John DiMaggio  
John Kassir  
Keith Szarabajka  
Larry Cedar  
Margit Fureth  
Mark Deakins  
Nick Jameson  
Peter Lurie  
Phil Buckman  
Rene Moreno  
Sheryl Bernstein  
Terrence Stone  
Vernon Wells  
Vince Corazza

**PUBLISHED BY  
ACTIVISION  
PUBLISHING, INC.**

**President,  
Worldwide Studios**  
Kathy Vrabeck

**PRODUCTION  
Head of  
Worldwide Studios**  
Charles J. Huebner

**Executive Producer**  
Scott Walker

**Producer**  
Brian Pass

**Associate Producers**  
Juan Valdes  
Suzy Luko  
Carlos Rodriguez  
Will Townsend  
Ben DeGuzman

**Production  
Coordinators**  
Derek Racco  
Brian Morrison

**MARKETING AND  
PUBLIC RELATIONS**

**Global  
Brand Managers**  
Lisa Perry  
Ted Chi

**Associate  
Brand Manager**  
Vicharan Vadakan

**Director, Global  
Brand Management**  
Rob Kostich

**VP, Global  
Brand Management**  
Will Kassoy

**SVP, Global  
Brand Management**  
Robin Kaminsky

**Director, Corporate  
Communications**  
Michelle Schroder

**Manager, Corporate  
Communications**  
Ryh-Ming C. Poon

**Publicist, Corporate  
Communications**  
Aaron Grant

**Junior Publicist,  
Corporate  
Communications**  
Lindsay Momo

**QUALITY  
ASSURANCE/  
CUSTOMER SUPPORT**

**Project Leads**  
Nicholas E. Weaver  
Steve Perhate  
Jimmy Nguyen

**Senior Project Lead**  
Paul Colbert

**QA Managers**  
Adam Hartsfield  
Jason Levine  
John Rosser

**Floor Leads**  
Dan Ludwig  
Kris Kauthen  
Dave Powers  
John Berry  
Elias Jimenez  
Derek Faraci  
David Orton  
Alex Artukovich

**Database Managers**  
Kelly Huffine  
Rich Pearson  
Chris Dolan

**Test Team**

Rick Holguin  
Jeff Rizzo  
John Caminiti  
Robert Yeomans  
Charlie Barkhorn  
Dan Friedman  
Ryan McCullough

Marty Quinn  
Darren Chang  
Christo Assefi

David Gamez  
Brad Gruber  
Sean Foreman  
Adam Carrillo

Dennis Duchscher  
Kellin Fitzpatrick  
Akhil Conner

Brian Miller  
William Crawford  
Gregg Kuwahara  
William Bibbiani

Michael Ackland  
Teerayut Trakulthai  
Dustin Carter

Donald Foley  
Dale Rapp

Chris Pasmant  
Marvin Jackson  
Lee Almodovar

Elliott Ehlig  
Tony Baldessari  
Menas Kapititas

Alexander Mejia  
Jason Niec

Andre Haftevani  
Daniel Hackston

Michael Stratton  
Ashleigh Boslet

Dennis Bernardo  
Brandon Charles  
Joseph Saenz

John Divers  
Jason Gilmore  
Alden Pagua

Daniel Simoneit  
Patrick Equist  
Louis Swan

Joe Pardo  
Anthony Dominguez  
Melvin Allen

Sean Coleman  
Yardi Fox

Jorge Valladares  
James Gobert  
Manfred Vargas

Corby Terrell  
Robert Leon  
Arturo Garcia  
Jared Baca

Rick Johnson

Jeremiah Hamilton

Andrew Lindstrom

Ramon Ramirez

Mike Mejia

Altheria Weaver  
Donald Osborne  
Noel Congelliere  
Amarys Mayes  
Adrian Noche  
Alexander Inigo  
Anthony Gordon  
Antonio Singleton

Chris Wolf  
David Yoon

Deshawn Madha  
Ed Highfield  
Ed Miyashiro

Garth MacAlevey  
Jade Crespo  
Jared Bailey

Josh Chandler  
Justin Green

Lee Cheramie  
Matt Group

Michael Musella  
Mike Grimpio

Peter Birney  
Phrynn Deab

Guyen Nguyen  
Steve Romero

Taron Evans  
Robert A. Weaver

George Thalwitzer  
Michelle Marshall

Nicole Brodahl  
Billy Whaley

Charis Patton  
Erik Troy

Laura Azueta  
Alan Azueta

Joe Favazza  
Sin

Michelle Kauthen  
Matt Powers

**LEGAL**  
Aaron Carnacho  
Kyle Carey

Marc Villanueva  
Jason Harris

Brent Toda  
Teak Holley

Susan Helmi  
Robert Lara

Christopher Keithley

Keith Kodama

Tomohiro Shikami

Daniel Nichols

**Customer  
Support Leads**

Gary Bolduc—  
Phone Support

Michael Hill—

E-mail Support

**CS/QA**

**Special Thanks**

Jim Summers

Jason Wong

Marilena Rixford

Denise Walsh

**Director of  
Creative Services**

Matthew Stainner

**Creative Services  
Assistant Manager**  
Shelby Yates

**Packaging &  
Manual Design**  
Ignited Minds LLC

**ACTIVISION  
SPECIAL THANKS**

Ryan Pass  
Taylor Pass

Jamie Bafus  
Chris Hewish

TQ Jefferson  
Ryan Rucinski

Jay Gordon  
Aaron Gray

Ken Fox  
Lalie Fisher

Daniel Firestone  
Never Dravinski

John Sweeney  
Derek Smith

Matt Morton  
Kelly Byrd

Jeff Poffenberger  
Adam Goldberg

Laird Malamed  
Sasha Gross

Mike Ward  
Mike Fletcher

Andre Kinnibrew  
Nicole Willick

Steve Rosenthal  
Nick Falzon

Carlos Garcia  
Omar Valentine

Patrick Kelly  
**MARVEL  
ENTERPRISES,  
INC.**

**Vice President  
of Interactive/  
Executive Producer**  
Ames Kirshen

**President of  
Worldwide  
Consumer Products**  
Tim Rothwell

**Legal Affairs**  
Seth Lehman  
Joshua M. Silverman  
Carl Suecoff

**Special Thanks**  
Avi Ared  
Ari Ared  
Joe Quesada  
Dan Buckley  
Amy Sowers-Wyckoff

## CUSTOMER SUPPORT

*NOTE: Please do not contact Customer Support for hints/codes/cheats; only technical issues.*

Internet: <http://www.activision.com/support>

Our support section of the web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24-72 hours depending on the volume of messages we receive and the nature of your problem.

*NOTE: Internet support is handled in English only.*

*NOTE: The multiplayer components of Activision games are handled only through Internet support.*

Phone: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 am and 5:00 pm (Pacific Time), Monday through Friday, except holidays.

Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

**Register your product online at [www.activision.com](http://www.activision.com) so we can enter you in our monthly drawing for a fabulous Activision prize.**

## NOTES



## Perfectly simple

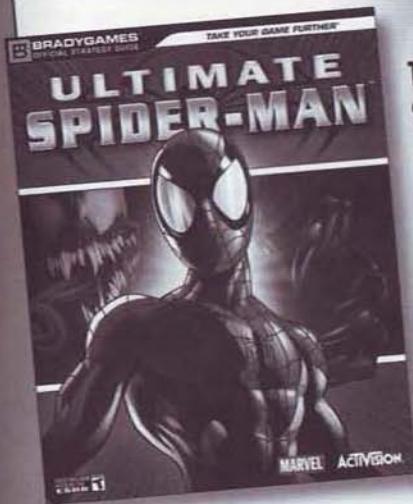
Closed it fits nicely into your pocket, not to mention, your hand. Open, it boasts large backlit keys, an inviting display and stereo radio. And, at any time, a one-touch VGA camera and video recorder. The new Nokia 6101 phone. Perfectly compact. Perfectly simple. [www.nokia.com](http://www.nokia.com)

**NOKIA**  
**6101**

**NOKIA**  
Connecting People



**Be Legendary.  
Be Predatory.**



THE ONLY OFFICIAL  
SOURCE FOR:

- Strategy
- Walk-throughs
- Hints

**Be strategic and be both.**



**BRADYGAMES**  
TAKE YOUR GAME FURTHER

Spider-Man and all related characters thereof are trademarks of Marvel Characters, Inc., and are used with permission. Copyright © 2005 Marvel Characters, Inc. All rights reserved. Some characters and related elements are trademarks of Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. The name Iron Man is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the property of their respective owners.

**MARVEL ACTIVISION.**

# JOIN OUR TEAM

Help us make  
this game better.

Visit us at  
[www.activision.com](http://www.activision.com)

ACTIVISION.

## SOFTWARE LICENSE AGREEMENT

USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

**LIMITED USE LICENSE.** Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

**OWNERSHIP.** All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-video effects, methods of operation, moral rights, and any related documentation, incorporated into this Program) are and will be held by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

### YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Sell, rent, lease, license, distribute or otherwise transfer this Program, or any copies of this Program, without the express prior written consent of Activision.
- Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

**LIMITED WARRANTY.** Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if any defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product disks only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, problem(s) you are experiencing and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$20 U.S. currency per game disc replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067.

**LIMITATION ON DAMAGES.** IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATEMENTS IN THIS AGREEMENT DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**TERMINATION.** Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

**U.S. GOVERNMENT RESTRICTED RIGHTS.** The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government Contractor pursuant to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

**INJUNCTION.** Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

**INDEMNITY.** You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

**MISCELLANEOUS.** This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.

If you have any questions concerning this license, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405, (310) 255-2000, Attn. Business and Legal Affairs, [legal@activision.com](mailto:legal@activision.com).

Microsoft, Xbox, and the Xbox logo are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries and are used under license from Microsoft.